



Department of Energy

Washington, DC 20585

U.S. Department of Energy Memorandum of Understanding Between the Office of Legacy Management and the Office of Environmental Management Consolidated Business Center

I. Purpose

The U.S. Department of Energy (DOE), Office of Legacy Management (LM) and the DOE Office of Environmental Management Consolidated Business Center (EMCBC) enter into this Memorandum of Understanding (MOU) that serves as the Service Level Agreement between LM and EMCBC to set forth the authorities, responsibilities and procedures for:

- 1) The EMCBC Office of Legal Services (OLS) to provide comprehensive legal services to LM; and
- 2) The EMCBC to provide record classification and declassification reviews for LM; and
- 3) The EMCBC to provide quality assurance support and services to LM; and
- 4) The EMCBC to provide real estate support. Services can be accounted for and reimbursed either by appropriate funds transfer or in kind support from LM to the EMCBC if LM resources are available; and
- 5) The EMCBC to provide other technical support and support services to LM as requested and identified in an appropriate statement of work.

II. Background

The Office of Legacy Management (LM) is charged with missions that encompass managing the Department's post-closure responsibilities and ensuring the future protection of human health and the environment; managing the records of LM's sites and making them accessible for future data needs; ensuring that the pension and post-retirement benefit commitments for contractor personnel at closed sites are satisfied; and, where possible, facilitating beneficial reuse of closed sites.

The EMCBC's mission is to provide centralized business support services in the areas of financial management, logistics, information resources management, human resources, technical services, contracting/procurement, and legal services. The EMCBC also



provides technical and subject matter expertise to assist its client sites through the use of its Cadre concept. For the purposes of this MOU, the EMCBC will provide the support services described herein. Nothing in this MOU shall be read or interpreted in such a manner as to limit or otherwise change either the authorities of the Director of LM or the authorities of the EMCBC Director. The Chief Counsel for the OLS functions as a member of the EMCBC staff under the general management of the EMCBC Director and has professional responsibility to the DOE General Counsel. The LM legal matters that are addressed by the EMCBC Office of Legal Services will be under the management of the EMCBC Chief Counsel and, as appropriate, coordinated with the DOE Office of General Counsel (GC).

The Office of Legacy Management faces significant challenges in addressing numerous legal issues associated with managing the Department's post-closure responsibilities. Legal opinions and reviews often reflect needs similar to those of EM field offices. Legal assistance for LM issues is needed in such areas as statutory and regulatory interpretations (e.g., NEPA); responding to legal issues raised by various stakeholders such as national, state and local political interests, federal and state regulators, the affected public, and special interest groups; real estate interests, contractor work force and labor representatives. The need for legal assistance is frequent, is site specific, and the issues are generally similar to other field office legal issues.

III. Scope

This MOU serves as an umbrella agreement that sets forth the general terms and conditions under which the Parties will coordinate and cooperate for the provision of technical and legal services. This MOU is consistent with standard EMCBC service level agreements at Environmental Management sites.

LM legal matters set at or arising from LM Field Element activities will be addressed by the EMCBC OLS. As appropriate, the EMCBC OLS will coordinate with GC. LM legal matters arising from LM Headquarters activities will be addressed by the DOE Office of General Counsel unless such matters are transferred by GC to the EMCBC OLS.

IV. Agreements and Responsibilities

The Parties agree to/that:

- 1) OLS will function as field legal counsel to LM, providing legal representation, attorney and paralegal support as required, to address legal matters as they arise from LM Field-related operational and programmatic activities;
- 2) OLS legal services will be provided based upon subject matter expertise of the particular attorney assigned to the particular issue. No single attorney will be dedicated to LM;

- 3) OLS will coordinate, as appropriate, with counsels from other DOE offices, federal agencies, state agencies, contractors, private sector, and opposing parties on behalf of LM;
- 4) The EMCBC will provide record classification and declassification reviews for LM; and
- 5) The EMCBC will provide quality assurance support and services to LM; and
- 6) The EMCBC will provide real estate support and services to LM. Services can be accounted for and reimbursed either by appropriate funds transfer or in kind support from LM to the EMCBC if LM resources are available; and
- 7) LM will conduct the execution and processing of requests submitted to LM under the Freedom of Information (FOIA), Energy Employees Occupational Illness Compensation Program Act (EEOICPA) and Privacy Act. The EMCBC Office of Legal Services will provide the legal support for review of responses to requests submitted to LM pursuant to the aforementioned statutes.
- 8) The EMCBC will provide other technical support and support services to LM as requested and identified in an appropriate statement of work.

V. Programmatic Responsibility

LM is the Departmental Element responsible for all actions within its area of functional responsibility. LM is responsible for all management decisions and programmatic direction pertinent to any and all LM legal matters handled by the EMCBC OLS.

VI. Financial Responsibility

The Office of Legacy Management agrees to provide Program Direction funding to the EMCBC for up to the amount of \$500,000 per Fiscal Year. The specific services to be provided to LM will be based upon the subject matter expertise necessary to provide the requested support.

Any and all costs associated with LM support will be funded by LM. Travel expenses incurred by the EMCBC in support of LM will be paid by LM. LM will provide EMCBC funding to support their requirements as close as possible to the beginning of each Fiscal Year. The EMCBC will incur no cost in support of meeting LM requirements absent adequate advance funding. The EMCBC will provide a Quarterly Reconciliation of funds expended in support of LM requirements, to include a description and purpose for any LM-related travel, and the balance of funding that remains available. LM will review

and concur on the Quarterly Reconciliation, and provide additional support funding when necessary.

Nothing in this agreement shall be construed to impose funding obligations or liability for any LM legal matter on the Office of Environmental Management.

VII. Terms of Understanding

The terms of this Agreement may be renegotiated or cancelled at any time at the initiative of either party, following at least 30 days written notice to the other party. Either party may propose changes to this Agreement during its term. Such changes will be in the form of a written amendment and will become effective when authorized representatives of LM and EMCBC sign the amendment.

VIII. Administration

Nothing in this Agreement shall be considered as obligating either party to expend funds or involve the United States Government in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work. Conflicts between the parties concerning the procedures in this Agreement, programmatic or fiscal responsibility for legal matters that cannot be resolved at the operational level will be referred to the next higher level, as necessary, for resolution.

IX. Office Contacts

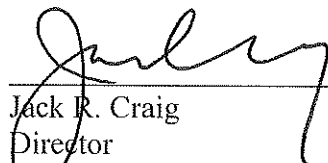
Office of Legacy Management

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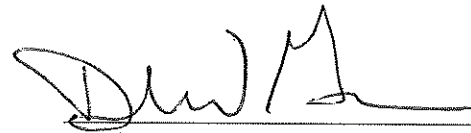
X. Approval



Jack R. Craig
Director
EMCBC

10/24/11

Date



David W. Geiser
Director
Office of Legacy
Management

10/13/11

Date